

STATE OF INDIANA)
COUNTY OF BOONE) SS:

IN THE BOONE COUNTY SUPERIOR COURT

STATE OF INDIANA,
Plaintiff,

v.

SUNSHINE CANDLE CORPORATION,
Defendant.

CAUSE NO.

06C010602 PL

086

FILED
FEB 10 2006
Lisa C. Harroffalo
CLERK BOONE CIRCUIT COURT

COMPLAINT FOR INJUNCTION, COSTS, RESTITUTION AND CIVIL PENALTIES

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric Jackson, petitions the Court pursuant to the Indiana Business Opportunity Transactions Act, Ind. Code § 24-5-8-1 et seq., and the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq., for injunctive relief, civil penalties, costs, restitution and other relief.

FACTS

1. The Defendant, Sunshine Candle Corporation ("Sunshine"), is a New York corporation with its principal place of business located at 9745 Queens Boulevard, Suite 610, Rego Park, New York.

2. Since at least December 14, 2004, the Defendant has engaged in the selling of a candle display business opportunity to the general public and has engaged in the solicitation of said business opportunity within the State of Indiana.

3. The Defendant solicited and entered into contracts for the sale of said business opportunity with Indiana investors including, but not limited to, Timothy S. Love ("Love") of Lebanon, Indiana, who paid Four Thousand Four Hundred Seventy Dollars (\$4,470.00) to the

Defendant on or about December 14, 2004. A copy of Love's contract with the Defendant is attached as Exhibit "A".

4. The Defendant's contract with Love failed to include the following information:

- a. the name and business address of Defendant's agent in Indiana authorized to receive service of process;
- b. a detailed description of any services that Defendant undertakes to perform for the investor;
- c. a detailed description of any training that Defendant undertakes to provide to the investor; and
- d. a statement of the investor's thirty (30) day right to cancel the contract.

5. During its transaction with Love, the Defendant provided him with documents that represented that a market existed for the goods he would sell and that he could earn an amount in excess of his investment by selling the goods.

6. Love paid the Defendant the full purchase price of Four Thousand Four Hundred Seventy Dollars (\$4,470.00) prior to the Defendant delivering the goods.

7. The Defendant did not provide Love with a copy of a disclosure document containing the information required by Ind. Code § 24-5-8-2.

8. The Defendant was not registered with the State of Indiana to sell business opportunities and did not post a bond with the State of Indiana prior to soliciting Indiana investors.

9. The Defendant did not obtain a surety bond in favor of the State of Indiana for the use and benefit of investors prior to its transaction with Love.

10. The Defendant did not file its disclosure statement or bond with the Consumer

Protection Division of the Indiana Office of Attorney General or pay the initial filing of Fifty Dollars (\$50.00) prior to its transaction with Love.

11. On or about January 28, 2005, Love sent the Defendant a letter requesting a refund.

12. On or about May 3, 2005, the Indiana Office of Attorney General and the Defendant entered into an Assurance of Voluntary Compliance ("AVC"). Under the terms of the AVC, the Defendant agreed to pay Love consumer restitution in the amount of Four Thousand Four Hundred Seventy Dollars (\$4,470.00). Attached and incorporated by reference as Exhibit "B" is a true and accurate copy of the AVC.

13. On or about May 3, 2005, the Defendant made a payment of One Thousand Four Hundred Ninety Dollars (\$1,490.00) but has failed to make any further payments under the terms of the AVC.

14. The Defendant's offer of selling a candle display rack and candles to investors who would then re-sell the candles to consumers in order to make a profit is a "business opportunity" as defined by Ind. Code § 24-5-8-1.

COUNT I – VIOLATIONS OF THE BUSINESS OPPORTUNITY

TRANSACTIONS ACT

15. The Defendant's failure to provide Indiana investors, including Love, with the disclosures required by Indiana law at least seventy-two (72) hours before the earlier of the investors' execution of a business opportunity contract with the Defendant or receipt of any consideration by the Defendant, as referred to in paragraph 7 above, is a violation of Ind. Code § 24-5-8-2.

16. The Defendant's failure to obtain a surety bond in favor of the State of Indiana prior to offering to sell its business opportunity to Indiana investors, as referred to in paragraph 9 above, is a violation of Ind. Code § 24-5-8-3.

17. The Defendant's failure to file a copy of the disclosure statement and surety bond and pay the filing fee required by Indiana law with the Consumer Protection Division of the Office of the Attorney General prior to placing any advertisement or making any representation to any Indiana investor about said business opportunity, as referred to in paragraph 10 above, is a violation of Ind. Code § 24-5-8-4.

18. The Defendant's failure to include the information detailed in paragraph 4 above is a violation of Ind. Code § 24-5-8-6(b).

19. The Defendant's act of requiring Love to pay for the entire purchase price prior to delivering goods, as referred to in paragraph 6 above, is a violation Ind. Code § 24-5-8-12 as the payments from the investor exceeded twenty (20%) percent of the initial payment before the goods were delivered.

20. Due to the foregoing violations of Ind. Code § 24-5-8-2 Indiana investors, including Love, have a statutory right to cancel their business opportunity contract with the Defendant in accordance with Ind. Code § 24-5-8-15.

21. Due to the foregoing violations of Ind. Code § 24-5-8-6 Indiana investors, including Love, have a statutory right to void their business opportunity contract with the Defendant in accordance with Ind. Code § 24-5-8-16.

22. In accordance with Ind. Code § 24-5-8-20 the Defendant's violations of Indiana's Business Opportunity Transactions Act, Ind. Code § 24-5-8-1 et seq. are violations of Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq.

COUNT II – KNOWING VIOLATIONS OF THE BUSINESS

OPPORTUNITY TRANSACTIONS ACT

23. The Defendant's violations of Indiana's Business Opportunity Transaction Act, Ind. Code § 24-5-8-1 et seq. were knowing violations.

IRREPARABLE HARM

24. The deceptive acts set forth above will continue and will cause irreparable injury unless the Defendant is enjoined from engaging in further conduct which violates Ind. Code § 24-5-8-1 et seq., and § 24-5-0.5-1 et seq.

RELIEF

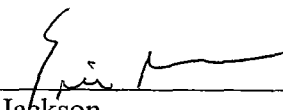
WHEREFORE, the Plaintiff, State of Indiana, requests the Court to enter a judgment against the Defendant, Sunshine Candle Corporation, and order the following relief:

- a. A permanent injunction pursuant to Ind. Code § 24-5-8-18 and Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant, its agents, representatives, employees, successors, and assigns from engaging in conduct in violation of Ind. Code § 24-5-8-1 et seq., or Ind. Code § 24-5-0.5-1 et seq.;
- b. Voiding the Defendant's business opportunity contracts with investors, including but not limited to Timothy S. Love, pursuant to Ind. Code § 24-5-8-16 or in the alternative cancellation of the Defendant's business opportunity contracts, pursuant to Ind. Code § 24-5-8-15, and Ind. Code § 24-5-0.5-4(d);
- c. Restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2) and (d), in the amount of all consideration paid to the Defendant by Indiana investors

including, but not limited to, Timothy S. Love in the amount of Two
Thousand Nine Hundred Eighty Dollars (\$2,980.00).

- d. Costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of
the Attorney General its reasonable expenses incurred in the
investigation and prosecution of this action;
- e. Civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the
Defendant's knowing violations of the Business Opportunity
Transactions Act in the amount of Five Hundred Dollars (\$500.00) per
violation, payable to the State of Indiana; and
- f. All other proper relief.

Respectfully submitted,
Steve Carter
Attorney General of Indiana
Atty. No. 4150-64

By: 
Eric Jackson
Deputy Attorney General
Atty. No. 19415-49

Office of the Attorney General
Indiana Government Center South, 5th floor
302 W. Washington Street
Indianapolis, IN 46204
(317) 233-3987

THE SUNS IINE CANDLE CORPORATION

1.800.349.0046

ORDER FORM AND PURCHASE AGREEMENT

DATE: 12/14/04

Conl 2hr

Sold To Name: Artistic Illusion (Timothy S. Love)

SHIPPING ADDRESS:

ADDRESS:

CITY: STATE: ZIP:

HOME PHONE:

EMAIL ADDRESS:

CELL PHONE:

FAX:

Normal expected shipping date is two weeks after receipt of funds. If funds are received in the form of a personal check, Then please allow an additional 10 days.

I have elected to start with:

PACKAGE	CONTAINS	INITIALS	DATE
Sunrise	1100 /20 oz glass candles / 15 Displays \$8,995		
Sunset	1750 /20 oz glass candles / 24 Displays \$12,995		
Sun Gold	2600 /20 oz glass candles / 36 Displays \$18,995		
Sun Platinum	4105 /20 oz glass candles / 57 Displays \$28,995		
	<u>720/20 oz glass / 10 Displays 4495</u>	<u>TL</u>	<u>12/14/04</u>

BUYER IS RESPONSIBLE FOR FREIGHT CHARGE:

SIGNATURE

IN WITNESS WHEREOF, THE PARTIES EXECUTED THIS AGREEMENT ON THE DATE SET FORTH ADJACENT TO THE SIGNATURES OF EACH PARTY. FURTHERMORE, THE BUYER ACKNOWLEDGES HE / SHE HAS RECEIVED AND READ THE TERMS OF THIS AGREEMENT AND ANY DISCLOSURE DOCUMENTS AS REQUIRED UNDER FEDERAL AND STATE LAWS, WHERE APPLICABLE.

DATE: 12/14/04 BUYER: Tim Love ACCOUNT MANAGER:

Signature

Communities to be serviced: Kalamazoo, Holland, Holland Township, Saugatuck

Waterloo, MI for charter service or Holland Township

EXHIBIT

AC1061

DISTRIBUTORSHIP AGREEMENT

SUNSHINE CANDLE CORPORATION

9745 Queens Blvd.
Suite 610
Rego Park, NY 11374

1.800.349.0046

This Distributorship Agreement is made and entered into as of the date noted by the signatures below, by and between The Sunshine Candle Corporation, a New York limited liability company ("Sunshine" or "Company"), 9745 Queens Blvd., Suite 610, Rego Park, NY 11374 and "Distributor".

WHEREAS, Sunshine is the owner of the trade name/trademark Sunshine Candle Corporation, and all related indicia, and further has developed and continues to develop business methods, technical knowledge and marketing concepts including, but not limited to, trade secrets, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, retail marketing techniques, business forms and training techniques that, taken together, or comprise a unique system for the operation of a Business Opportunity which consists of the purchase and self-placement in retail locations of display racks and the sale of products thereby; and

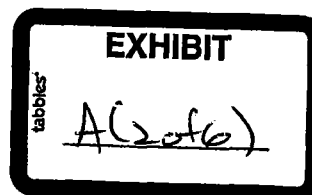
WHEREAS, Distributor desires to purchase from the Company the Business Opportunity to engage in the business described herein:

IT IS HEREBY AGREED AS FOLLOWS:

1. INITIAL BUSINESS OPPORTUNITY FEE OR OTHER INITIAL PAYMENT

The initial business opportunity fee depends on the size of the package purchased. The Sunrise package is \$8,995 for 15 displays with product; the Sunset package is \$12,995 for 24 displays with product, the Sun Gold package is \$18,995 for 36 displays with product; the Sun Platinum package is \$28,995 for 57 displays with product. Proceeds from the initial business opportunity fee are, profit to us, and are, in part, used to pay some of the following expenses and costs which we may incur:

- (a) Advertising this business opportunity to you and others;
- (b) Costs of display racks and products;
- (c) Legal fees, accounting fees, and compliance with federal, state and other laws;
- (d) Employee salaries and fringe benefits;
- (e) Enforcement and protection of all our trademarks, trade names and commercial symbols;
- (f) Research and development relating to products and methods used by us in the operation of our business;
- (g) Selling, general and administration expenses; and
- (h) Equipment requirements and specifications.



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2. Review of Materials. Distributor acknowledges that it has read and understands this Distributorship Agreement, the Uniform Business Opportunity Offering Circular and all other promotional materials supplied in relation to the purchase of this Business opportunity.

3. Purchase and Delivery. Distributor purchase the Business Opportunity package described in the separate Order Form and Purchase Agreement. The Company agrees to provide the described display units and product to Distributor within 45 days of the receipt of full payment of the Business Opportunity Fee. Delivery shall be subject to and contingent upon strikes, storms, fire, labor difficulties, delay or defaults of common carriers, failure or curtailment in seller's usual source of supply, governmental decrees or orders, or any other delays beyond the seller's reasonable control. The seller shall not be liable for any loss or damages arising therefrom. Distributor has the right to purchase from the company any goods sold by the company. However, Distributor may purchase from any source it chooses and is not required to purchase and specific volume from the Company for sale from its display units. Distributor owns its display units and product and may conduct whatever business it desires from units.

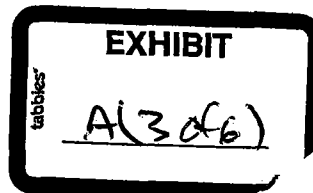
4. Similar Product. Distributor understands that the Company may change the product to be supplied with the initial order and that the products may indeed differ from those pictured in the Offering Circular as the Company procures its products from the best available sources, which may differ from time to time. However, the Company warrants that the products delivered will be similar in value to the items pictured or described. Further, products for re-order may likewise differ.

5. Compliance with Law. Distributor is responsible for all federal, state, and local taxes as well as all licenses required doing business in the Distributor's area and are an independent distributor and business owner in all matters concerning the relationship between Distributor and the Company.

6. Territory. Territory is an example of area. Of place to work and conduct and service your routes/business. We will only sell one distributorship per 100,000 in population constituting and referred to as protective Territory within your distributorship's locations.

7. Termination of Distributorship. There is no defined term for this Agreement. The Company has fulfilled its obligations completely once the initial display units and products have been shipped, and the Company offers a supply source for the re-order of products. There is no need to renew this distributorship. The Distributorship may be terminated in the event Distributor fails to pay any amount when due to the Company, or in the event Distributor participates in any illegal or improper activity or any conduct involving moral turpitude. Further, the distributorship may be terminated in the event Distributor fails to re-order any product for a 3 month period.

8. Training. Distributor is required to receive training from the Company. The training consists of approximately one hour and may occur over the telephone or online. Or the Distributor may attend the training course at Sunshine's corporate headquarters in New York. The cost of this training course is included in the initial business opportunity fee. However, Distributor is expected to pay the cost of travel, hotel accommodations and meals necessary to attend the training, if such incurred.



Initials TD

9. Consultations. Upon request by Distributor, the Company will use its best efforts to make its personnel available to Distributor for consultations regarding operation of the business opportunity. Such consultations may be done in person or by telephone. The Company will provide a toll-free telephone number for Distributor to call for advice.

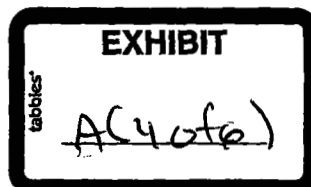
10. Transfer. This Distributorship is transferable with no penalties.

11. Trade Name and Mark. Distributor will use the Trade Name and Marks only in the operation of the distributorship and the sale of the products supplied by the Company. Distributor will not use any other trade name and marks on Sunshine's products and will adequately distinguish between Sunshine's products and other products it offers for sale. Distributor will not at any time do or cause to be done anything contesting or impairing the Company's interest in its Trade Name, Marks or System. Distributor acquires no right in any of these things except for Distributor's right to use them in accordance with the express terms of this Agreement. Sunshine retains the right to grant other distributorships or licenses to use the Trade Name, Marks, and System upon any terms that Sunshine wishes. If Distributor is a corporation or partnership, it will not use the Trade Name as part of its corporate.

12. Competent Operation. Distributor will operate its distributorship in a professional and retail friendly manner according to the training received and consultations given by the Company. Distributor will diligently follow any instructions made by the Company for the successful operation of the Business. Failure to strictly adhere to these requirements will be considered grounds for termination of the Distributorship. If repeated violations occur, the Company may terminate this Agreement.

13. Distributor's Involvement. Distributor must participate personally in the direct operation of the distributorship or supervision of a manager. The business must at all times be under the direct supervision of a manager (who may be the Distributor) who has completed the training program and devotes sufficient time to the business. Distributor's locations must at all times be under Distributor's direct supervision and Distributor must devote sufficient time to the successful operation of the route.

14. Independence of Distributor. Distributor is an independent legal entity and will make this fact clear in its dealings with suppliers, lessors, government agencies, employees, customers and others. Distributor will rely on its own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement. Distributor may not, either expressed or implied, hold itself out as an employee, partner, shareholder, joint venture or representative of the Company, nor may it, either expressed or implied, state or suggest that it has the right or power to bind the Company or to incur any liability on the Company's behalf.



15. Confidentiality. Distributor acknowledges and agrees that the information, ideas, forms, marketing plans and other materials disclosed to it under this Agreement are confidential and proprietary information and trade secrets of the Company. Distributor agrees to maintain the confidentiality of all such material. Distributor will not disclose any such information to any third party, except to Distributor's employees and agents as necessary in the regular conduct of the distributorship and except as authorized in writing by the Company. Distributor will be responsible for requiring compliance of its Affiliates with the provisions of this section.

16. Indemnity. Distributor will indemnify and hold the Company harmless from all expenses or liabilities of any kind arising from or in any way connected to any activity of Distributor. If the Company is made a party to a legal proceeding in connection with an action of Distributor, the Company may hire counsel to protect its interests and bill Distributor for all costs and expenses incurred by the Company. Distributor will promptly reimburse the Company.

17. Assignment. The Company may assign this Agreement or any rights or obligations created by it at any time without the consent of Distributor.

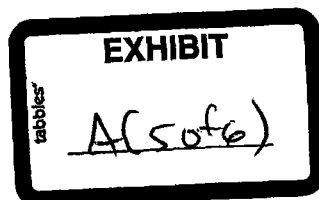
18. Governing Law. This Agreement is made in the state of New York and its provisions will be governed by and interpreted under the laws of that state.

19. Notices. The parties to this Agreement should direct any notices to the other party at the last known address of that party.

20. Amendments. This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

21. Integration. This Agreement, any exhibits or attachments to it, and the Uniform Business Opportunity Offering Circular that has been provided to Distributor constitute the entire agreement between the parties concerning the distributorship granted under this Agreement. All prior and contemporaneous agreements and representations are superseded by it.

22. Arbitration. Any dispute arising out of or in connection with this Agreement will be determined in New York, in accordance with the then current rules for a commercial arbitration of the American Arbitration Association. This arbitration clause will not deprive The Company of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction. If proper notice of any hearing has been given, the arbitrator(s) will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear. The arbitrator will have no power to 1) stay the effectiveness of any pending Termination of distributorship; 2) assess punitive damages; or 3) make any award that modifies or suspends any lawful provision of this Agreement. All expenses of arbitration must be paid by the party against whom the arbitrator(s) render a decision. Judgment upon any award and/or enforcing any order of the arbitrator may be entered by any court of competent jurisdiction.



Initials TL

23. Limitations of Actions. No action or arbitration proceeding may be maintained by Distributor against the Company unless a) written notice of any claim alleged to exist is delivered by Distributor to Company to the Company within thirty (30) days after the event complained of becomes known to Distributor; and b) an arbitration proceeding is commenced by Distributor within ninety (90) days after such notice.

24. Severability. Each provision of this Agreement will be considered severable. If, for any reason, any provision of it is determined to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. However, if the Company determines that the finding of illegality adversely affects the basic consideration for its performance under this Agreement, the Company may, as its opinion, terminate it.

DISCLAIMER OF REPRESENTATIONS.

NO REPRESENTATIONS OR PROMISES OF ANY KIND HAVE BEEN MADE BY THE COMPANY TO INDUCE DISTRIBUTOR TO EXECUTE THIS AGREEMENT EXCEPT THOSE SPECIFICALLY SET FORTH IN THE DISCLOSURE DOCUMENTS THAT HAVE BEEN DELIVERED TO DISTRIBUTOR.

DISTRIBUTOR ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OTHER PERSON HAS GUARANTEED THAT DISTRIBUTOR WILL SUCCEED IN THE OPERATION OF THE BUSINESS OR HAS PROVIDED ANY SALES OR INCOME PROJECTIONS OF ANY KIND TO DISTRIBUTOR.

DISTRIBUTOR HAS MADE AN INDEPENDENT INVESTIGATION OF ALL IMPORTANT ASPECTS OF THIS BUSINESS OPPORTUNITY.

DISTRIBUTOR UNDERSTANDS THAT THE COMPANY IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

SUNSHINE CANDLE CORP.
9745 Queens Blvd, Suite 610
The Company Park, NY 11374
The Sunshine Candle Corporation

Distributor please sign below and initial each page.

Distributor: Tim Love (Antoine Illoren)

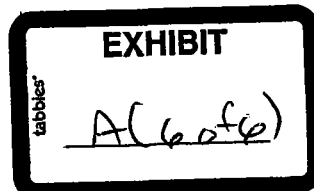
By: Self

Title: Owner / President

Dated: 12/14/04

ACCEPTED
Date: 12/16/04
By Autho. sig.
Mr. Vincent Poole, CEO

Initials TL



STATE OF INDIANA)
)
BOONE COUNTY)

SS:

IN THE BOONE CIRCUIT COURT

AVC NO. _____

IN RE: SUNSHINE CANDLE
CORPORATION, Inc.

06C010505 MI 262

) MISCELLANEOUS DOCKET
) NO. _____
)
)

Respondent.

FILED

MAY 18 2005

ASSURANCE OF VOLUNTARY COMPLIANCE

Kim C. Harpelle
CLERK BOONE COUNTY CIRCUIT COURT

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric Jackson, and the Respondent, Sunshine Candle Corp., enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code § 24-5-0.5-7(a).

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent is a New York corporation engaged in the sale of business opportunities with a principal place of business at 9745 Queens Boulevard Suite 610, Flushing, NY 11374, and transacts business with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4, Ind. Code §24-5-0.5-1 et seq., and Ind. Code §24-5-8-1 et seq.

EXHIBIT

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4. Respondent, in soliciting and transacting business within the State of Indiana, shall comply with the provisions of Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq., and Indiana's Business Opportunities Transactions Act, Ind. Code § 24-5-8-1 et seq.

5. Respondent shall not advertise or make any other representations to Indiana residents with regard to any business opportunity offered by Respondent without first filing the disclosure statement required by Ind. Code § 24-5-8-2 and the surety bond required by Ind. Code § 24-5-8-3 with the Consumer Protection Division of the Indiana Attorney General's Office and paying the statutory fifty dollar (\$50.00) filing fee.

6. Respondent shall not enter into a contract for the sale of a business opportunity with an Indiana investor unless such contract is in writing and includes the terms required by Ind. Code §24-5-8-6.

7. Respondent shall pay full restitution to any investor filing a written complaint with the Consumer Protection Division of the Indiana Attorney General's Office in the future, if such complaint arises from a business opportunity contract between an investor and Respondent solicited or formed within the State of Indiana during a time period when Respondent's activities as a seller of business opportunities were not in full compliance with Indiana's Business Opportunities Transactions Act.

8. Upon execution of this Assurance, Respondent shall pay consumer restitution in the amount of Four Thousand Four Hundred Seventy Dollars (\$4470.00) to the Office of Attorney General on behalf of Timothy S. Love,

The payments will be made in three monthly payments of One Thousand Four Hundred Ninety Dollars (\$1490.00) and shall be due on April 30, 2005, May 31, 2005 and June 30, 2005.

9. Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of Attorney General. This payment shall be due when the final payment is

EXHIBIT

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made on June 30, 2005, and therefore the final payment amount shall be One Thousand Seven Hundred Ninety Dollars (\$1,790.00).

10. Respondent shall not represent that the Office of Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

11. Respondent shall fully cooperate with the Office of Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

12. The Office of Attorney General shall file this Assurance with the Boone County Circuit Court. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 4 day of 27, 2005.

STATE OF INDIANA
STEVE CARTER
Attorney General of Indiana

RESPONDENT
Sunshine Candle Corporation

By: [Signature]
Eric Jackson
Deputy Attorney General
Attorney No. 19415-49
Office of the Attorney General
302 West Washington Street 5th Floor
Indianapolis, IN 46204-2770
Telephone (317) 233-3987

By: [Signature]
Name:
Title: V.P. President

APPROVED this 13 day of MAY, 2005.

[Signature]
Judge, Boone Circuit Court

EXHIBIT

B(329)